

SOLICITATION/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 7 PAGES	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27							
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. SOLICITATION NUMBER P17PS00686		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS <input checked="" type="checkbox"/> NEGOTIATED (IFB) (RFP)	
						6. SOLICITATION ISSUE DATE 03/03/2017	
7. ISSUED BY NPS, SER - West MABO 2680 Natchez Trace Parkway Tupelo MS 38804		CODE PSW		8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 236220 <input type="checkbox"/> 8(A) SIZE STANDARD: \$36.50		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:	
		NO COLLECT CALLS					
9. (AGENCY USE)							
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES							
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY NPS, SER - West MABO 2680 Natchez Trace Parkway Tupelo MS 38804			
13. CONTRACTOR OFFEROR				14. PAYMENT WILL BE MADE BY			
CODE				CODE			
FACILITY CODE							
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:			
15. PROMPT PAYMENT DISCOUNT				16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 <input type="checkbox"/> 41 U.S.C. 253 () ()			
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Suggested Vendor: Suggested Buyer/CO: Legacy Doc #: NPS Delivery: 01/30/2018 Delivery Location Code: 0009060219 NPS, Natchez Trace Parkway Facility Management Division 2680 Natchez Trace Parkway Tupelo MS 38804 US Continued ...						
23. ACCOUNTING AND APPROPRIATION DATA						24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS <input type="checkbox"/> OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
27. SIGNATURE OF OFFEROR/CONTACTOR					28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
NAME AND TITLE OF SIGNER (TYPE OR PRINT)			DATE SIGNED	NAME OF CONTRACTING OFFICER Warren Pannell		DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED

<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	OTHER (Specify)		
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO:
PSW
NPS, SER - West MABO
2680 Natchez Trace Parkway
Tupelo MS 38804

SOLICITATION NO. P17PS00686

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

P17PS00686

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OF

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NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
00010	FOB: Destination Period of Performance: 05/01/2017 to 01/30/2018 Repair Garrison Creek Comfort Station Period of Performance: 01/30/2017 to 01/30/2018				

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A - Solicitation/Contract Form

Clauses

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within [Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than [* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date]. The time stated for completion shall include final cleanup of the premises.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within [Contracting Officer insert number] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than [* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.]. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by [Contracting Officer insert date]. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent

that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

* The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

52.236-5 Material and Workmanship. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

B - Supplies or Services/Prices

Clauses

C - Description/Specifications

Clauses

D - Packaging and Marking

Clauses

E - Inspection and Acceptance

Clauses

F - Deliveries or Performance

Clauses

G - Contract Administration Data

Clauses

H - Special Contract Requirements

Clauses

I - Contract Clauses

Clauses

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-7 Anti-Kickback Procedures. (MAY 2014)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding []dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is []dollars.

(End of clause)

52.216-25 Contract Definitization. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is (insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data:) []

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.222-50 Combating Trafficking in Persons. (MAR 2015)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.232-27 Prompt Payment for Construction Contracts. (JAN 2017)

52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.244-6 Subcontracts for Commercial Items. (JAN 2017)

J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date

Clauses

K - Representations, Certifications, and Other Statements of Bidders

Clauses

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

52.236-28 Preparation of Proposals - Construction. (OCT 1997)

L - Instructions, Conditions, and Notices to Bidders

Clauses

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

M - Evaluation Factors for Award

Clauses